UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In Re: Case No: 8:16-bk-06660-CPM
Chapter 13

RYAN DEROSIER
Debtor,
_____________________________/

AMENDED MOTION FOR ORDER APPROVING COMPROMISE AND SETTLEMENT OF CONTROVERSY AS TO RYAN DEROSIER REGARDING PROSPER

NOTICE OF OPPORTUNITY TO
OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider the relief requested in this paper without further notice or hearing unless a party in interest files a response within 30 days from the date set forth on the attached proof of service, plus an additional three days for service if any party was served by U.S. Mail.

If you object to the relief requested in this paper, you must file a response with the Clerk of Court at at 801 N. Florida Ave., #555, Tampa, FL 33602,and any other appropriate persons within the time allowed. If you file and serve a response within the time permitted, the Court will either schedule and notify you of a hearing, or consider the response and grant or deny the relief requested without a hearing.

If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Comes now Ryan Derosier, Debtor, by and through his undersigned counsel, pursuant to F.R.B.P. 9019 and moves this Honorable Court for entry of an order approving compromise and settlement of the controversies between Debtor and Prosper (“Defendant”), and in support of the relief requested states:

1. On August 2, 2016, Debtor filed a Chapter 13 petition for relief.

2. On September 13, 2016, Debtor attended his 341 Meeting of Creditors in which he informed the undersigned counsel that the Defendant had attempted to contact him.

3. On September 14, 2016, the undersigned counsel sent a Demand letter to the Defendant.

4. The issues to be resolved create uncertainty as to the outcome at trial on the merits. When coupled with the complexities of the litigation, and the expense, inconvenience and delay associated with continued litigation, it is fair and equitable and in the best interests of the parties to settle these matters.

5. The Debtor and the Defendant have reached an agreement to compromise and settle all disputes between them as to the matters alleged.

THE SETTLEMENT AGREEMENT

6. Debtor requests that this Court approve the Compromise and Settlement set forth in the Settlement Agreement.

7. The principle terms of the Settlement Agreement are that Defendant shall pay to Debtor's counsel the total sum of Two Thousand Two Hundred Twenty Five Dollars ($2,225.00) paid in one installment (the "Settlement Funds"). As provided by 15 U.S.C § 1692 and Fla. Stat. § 559.77 (2), Debtor's attorney's fees will be paid from the Settlement Funds.

8. Debtor's attorney will forward One Thousand Dollars ($1000.00) to Jon Waage, Chapter 13 Trustee (the "Trustee"), in regards to the Settlement Funds and Trustee and One Thousand Two Hundred Twenty Five Dollars ($1,225.00) for attorney fees and costs. Approval of the Court will first be obtained.

9. The Settlement Agreement is contingent on approval by the Court.

WHEREFORE, Debtor respectfully requests that this Court enter an order (i) granting the Motion in its entirety as to the Debtor and Defendant, and finding that the Debtor provided good and sufficient notice of this motion; (ii) finding that the Settlement Agreement is fair and equitable and in the best interest of the Debtor and the Defendant;

(iii) approving the Settlement Agreement in all respects; and (iv) granting such other and further relief as this Court deems necessary or appropriate.

Respectfully Submitted,

/s/ Melanie A Newby___________
Melanie Newby, Esquire, 0870481
Jodat Law Group, P.A.
Attorney for Debtors(s)
521 Ninth Street West
Bradenton, FL 34205
(941) 749-1901

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via first class certified U.S. mail, postage prepaid, and/or electronic notice to: Prosper, Attn: Alexander Bean, 221 Main Street, Suite 300, San Francisco CA 94105, ,Jon Waage, Chapter 13 Trustee, and Ryan Derosier on this 21st day of April 2017.

/s/ Melanie A Newby____________
Melanie Newby, Esquire, 0870481